

## General Terms and Conditions of MeteoViva GmbH (as of 15/11/2013)

### §1 General

- (1) The following General Terms and Conditions shall apply to all services rendered by MeteoViva GmbH – hereinafter referred to as the "Contractor".
- (2) Any deviation from the conditions specified in the document shall be submitted to the Contractor in writing. These deviations will become effective only with the Contractor's written agreement. The absence of a written agreement shall not be construed as acceptance or consent to the proposed deviations.

### §2 Subject of the Contract

- (1) The sole subject of the contract shall be the service described in the order.
- (2) The Customer is entitled to the proper execution of the described service by the Contractor pursuant to the nature of a service contract unless the order clearly calls for a specific result pursuant to the nature of a works contract.
- (3) The dates and deadlines specified in the order shall be non-binding, unless explicitly confirmed in writing.
- (4) The Contractor may compensate third parties in the performance of the service.

### §3 Copyright

- (1) The Contractor retains the copyright for the services provided by the Contractor. The Customer is obligated to treat the know-how of the Contractor as trade secret.
- (2) The Customer may only use the performance provided by the Contractor for internal purposes. Any duplication and disclosure to third parties without prior written approval by the Contractor shall not be allowed.
- (3) Failure of the Customer to comply with this copyright shall entitle the Contractor to claim liquidated damages for each proven case in the amount of 25,000 euros (in words: twenty-five thousand).
- (4) The Customer remains entitled to demonstrate that the prejudice sustained by the Contractor is non-existent or substantially smaller. The Contractor, on the other hand, retains the right to prove that higher damages were incurred.

### §4 Remuneration

- (1) The fee for the services is indicated in the respective order.
- (2) In addition to the fees referred to in §4 (1), the Contractor shall be entitled to the reimbursement of expenses (such as travel and subsistence costs).
- (3) All amounts will be invoiced exclusive of the applicable statutory value added tax.
- (4) Offsetting with contested and not legally effective counterclaims is not permitted. This shall apply mutatis mutandis to the exercise of the right of retention.

### §5 Warranty

- (1) The contractor guarantees for a period of one year after delivery of the contractually agreed services that these are carried out in accordance with the relevant technological and scientific standards and are generally suitable for the purpose described in the offer.
- (2) The warranty is limited to the repair or replacement of the service rendered or parts thereof. Replaced parts become the property of the Contractor.
- (3) The warranty excludes services used by the Customer contrary to Section 3 or services in which interventions/changes have been carried out by the Customer.
- (4) Any faults or defects must be reported to the Contractor immediately in writing and sent to the Contractor along with all the relevant documents required for fault diagnosis.

- (5) After consulting with the Customer, the Contractor shall eliminate these defects free of charge within a reasonable period of time. This includes bypassing the defect(s) in a way that the Customer can use the service in accordance with the contract.
- (6) Should the elimination of defects during the warranty period at the request of the client fail three times or altogether, the customer is entitled to a commensurate reduction of the respective remuneration or the cancellation of the respective contract.
- (7) The Customer shall grant the Contractor the necessary time and opportunity to remedy the defect.

### §6 Liability

- (1) Claims for damages by the Customer, irrespective of their legal grounds, are excluded. This shall not apply insofar as the Contractor, one of his legal representatives or agents has acted with gross negligence, the Contractor has warranted specific properties in writing, the Contractor is liable under the Product Liability Act, or has violated a material contractual obligation (so-called cardinal obligation).
- (2) In these cases, the liability is limited to a maximum of the amount of remuneration agreed upon in the relevant contract.

### §7 Obligations of the Customer

- (1) The Customer is obligated to name a competent contact person who must be available during normal business hours and is authorised to make quick decisions. Should this contact person become unavailable, the Customer must ensure an adequate substitute.
- (2) The Customer is obligated, even without specific request, to provide the Contractor with all documents and information necessary to fully execute the order in a timely manner. The Customer shall be responsible for ensuring that the documents and information are complete and accurate, that the current statutory regulations are complied with, and that they may be legally used in accordance with current statutory regulations. Should the statutory regulations change during the execution of the order, the Customer shall bear the responsibility and burden of adjusting the documents and information to the amended provisions.
- (3) The Contractor shall only be obligated to check the completeness of the documents and information if this has been expressly agreed upon in the contract.

### §8 Confidentiality

- (1) The Customer and Contractor undertake to treat as confidential all internal information of which they become aware, as well as submitted and received documents. This excludes information and documents that are publicly known or accessible.
- (2) This obligation shall remain during and for five years past the execution of the order.

### §9 Commitments

- (1) The Contractor's staff entitled to agree deviations from the content of the contract, or from these General Terms and Conditions neither orally or nor in writing. Excluded are commitments and additions by the management of the Contractor.

### §10 Assignment

- (1) The Customer shall not assign or transfer rights or claims arising from the contract to a third party.

### §11 Miscellaneous provisions

- (1) The contract shall be governed by the laws of the Federal Republic of Germany. Place of performance and jurisdiction shall be Aachen.
- (2) Amendments or supplements to the order and these General Terms and Conditions must be made in writing in order to be effective. This shall also apply to the waiver of the requirement of written form.

- (3) If the provisions of the contract or these General Terms and Conditions are or become ineffective, or should there be a gap, the validity of the remaining provisions shall not be affected.